



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 20, 2015	RESPONSES DUE NO LATER THAN: APRIL 30, 2015 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE PROJECT LOCATION BELOW)
TO BE COMPLETED WITHIN 3 WEEKS OF AWARD AND NOTICE TO PROCEED.	REQUEST # NE15-47Q-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (573)-526-3169
Mailing Address: RFQ RESPONSES ACCEPTED BY FAX MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552		Project Location: Missouri Department of Transportation Bridge # J0359 Lewis County East side of Route 16 (Monticello)

VENDOR NAME:

(Please enter your company name in this block)

Qty	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
1	Lump Sum	<u>Installing the below listed pipe</u> , at the project location (described above) on the East side of Route 16 in Lewis County, Missouri, around Bridge # J0359, <u>either by trenching or directional boring</u> .		\$

This pricing is to include all costs associated with the mobilization, labor, and equipment, needed to complete all work and install the pipe listed below at the site. The lump sum price quoted should also include any costs for signage, site prep, finish work (dirt work, re-seeding), etc. Work will be performed off the roadway, but any signage or traffic control that may be required must comply with the enclosed requirements detailed in TA-3 (618.8-3 Shoulder Work on Two-Lane Highways with Edgelines - MT).

Pipe to be installed underground from the signal pole north of the bridge running approximately 310' south to a point along the guardrail 25' from the end treatment. Pipe to be installed in a similar manner south of the bridge beginning at the traffic controller running approximately 500' north to a point along the guardrail 25' from the end treatment. The general route of pipe installation is shown by red lines on the enclosed map. MoDOT forces will make pipe connections at the guardrails, signal pole, and signal controller. MoDOT will secure any private property easements necessary for installation work to be accomplished and work with the awarded vendor to determine adequate staging and construction space.

810	Linear Feet	Pipe: 2" Schedule 80 Duct with pull string	\$ per foot	\$
-----	----------------	--	--------------------	----

The quantity listed above is the best estimate of needs at the time of this solicitation posting. MoDOT reserves the right to increase or decrease quantities as changes in project requirements are identified. The final quantity needed to complete all work shall be furnished at the same unit price per foot.

TOTAL PROJECT COST BID (Total of all lines above):	\$
---	----

A visit to view the project location to determine site and soil conditions is encouraged, but is not mandatory. You may contact Mr. Danny Behl, of the MoDOT Northeast District Traffic Division, at (573)-248-6517, regarding any questions about the project locations or work to be performed.

SPECIAL TERMS AND CONDITIONS

Site Conditions & Site Clean Up

The Contractor is responsible for having all utilities located prior to work. The project location may be a wet environment with soft ground conditions and the Contractor will be responsible for repairing any damage done to the surrounding environment (i.e. rutting ground, shoulder or pavement damage, etc.) due to the work activities, whether that damage be caused by the Contractor, any subcontractor, or any material supplier at the site.

Work Scheduling

The Contractor shall furnish MoDOT with a planned schedule at least 24 hours before starting work. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate work. No work will be performed outside of normal working hours, Saturdays, Sundays, or observed holidays unless specifically authorized by the engineer or a designated representative.

Traffic Control

While most work will occur with the Contractor working off of the roadway, it will be necessary for the Contractor to coordinate scheduling with a MoDOT representative. The Contractor shall be responsible for maintaining the existing traffic flow through the job site during the work.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) **General Liability:** Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 2) **Automobile Liability:** Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 3) **Missouri State Workmen's Compensation** policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid/quote being rejected.

Subcontracting

It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order or Notice To Proceed issued.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Permits, Licenses, Safety Issues, and Lien Waivers

The contract pricing shall include any permits and licenses required by law incidental to the work. The Contractor shall comply with any local laws involving safety in the prosecution of the work. The Contractor shall provide lien waivers from all material suppliers.

Prevailing Wage

The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county:

Lewis. The General Wage Order # **58** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The Contractor shall provide all information, reports and other documentation as required by MoDOT to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment.

Temporary Suspension of Work

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the solicitation. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply, the Contractor will be allowed an equal number of calendar days after the completion date to finish the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

Liquidated Damages

In the event the Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that **the sum of \$100 per day**, for each assessable work day on which the project has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Preferences

By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Personal Protective Equipment

All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:

- 1) **Daytime Flagger**. During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
- 2) **Daytime Worker**. During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
- 3) **Nighttime Flagger**. During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
- 4) **Nighttime Worker**. During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

E-Verify

If the total project cost for this RFQ exceeds \$5,000, the awarded vendor will have to comply with the requirements of, complete the necessary forms, and provide the appropriate documents related to the federal E-Verify program.

Award

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

F.O.B. Requirements, Tax Exemption & Fees

Price all materials as F.O.B. Destination. All costs must be included in the prices quoted. MoDOT is tax exempt. No additional fees, such as delivery, environmental fees, taxes, or fuel surcharges, will be accepted on any purchase. These costs should all be buffered into your quoted pricing.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. **Responses may be faxed**, mailed, or hand-delivered.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

M/WBE/DBE INFORMATION: List all certified Minority or Women or Disadvantaged Business Enterprises (**M/W/DBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>MBE, WBE, or DBE</u>	<u>M/W/DBE Name</u>	<u>Percentage of Contract</u>	<u>M/W/DBE Certifying Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as **M/W/DBE Information**

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

616.8-3 (TA-3) Shoulder Work on Two-Lane Highways with Edgelines - MT

SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL BUFFER LENGTH (ft.) (B)	CHANNELIZER SPACING (ft.)	
	Undivided (S)	Divided (S)	Shoulder ¹ (T1)	Lane ² (T2)		Tapers	Buffer/ Work Areas
0-35	200	-	70	-	250	35	50
40-45	350	-	150	-	360	40	100
50-55	500	-	185	-	495	50	100
60-70	1000	-	235	-	730	60	100

¹ Shoulder taper length based on 10 ft. (standard shoulder width) offset ² Lane taper length based on 12 ft. (standard lane width) offset

ROADWAY TYPE	SIGN HEIGHT	MAXIMUM WORK ZONE LENGTH (L)
URBAN	1' Portable 7' Post	1 Mi.
RURAL UNDIVIDED	1' Portable 5' Post	3 Mi.

Channelizer	Protective Vehicle
Sign	Track Mounted Attenuator (TMA)
Track or Trailer Mounted Arrow Panel	Work Space

In addition to shoulder work, this typical application is applicable to work beyond shoulder where vehicles and equipment are parked on the shoulder.

A protective vehicle **shall** be used while work is in progress. The protective vehicle **should** be equipped with a TMA and positioned at least 150 ft. in advance of the work space.

If encroachment onto driving surface occurs and there is not 10 ft. of driving surface available for the lane of traffic, that traffic lane **shall** be closed. Refer to appropriate lane closure typical applications.

If an arrow panel is used for an operation on the shoulder, the caution mode **shall** be displayed.

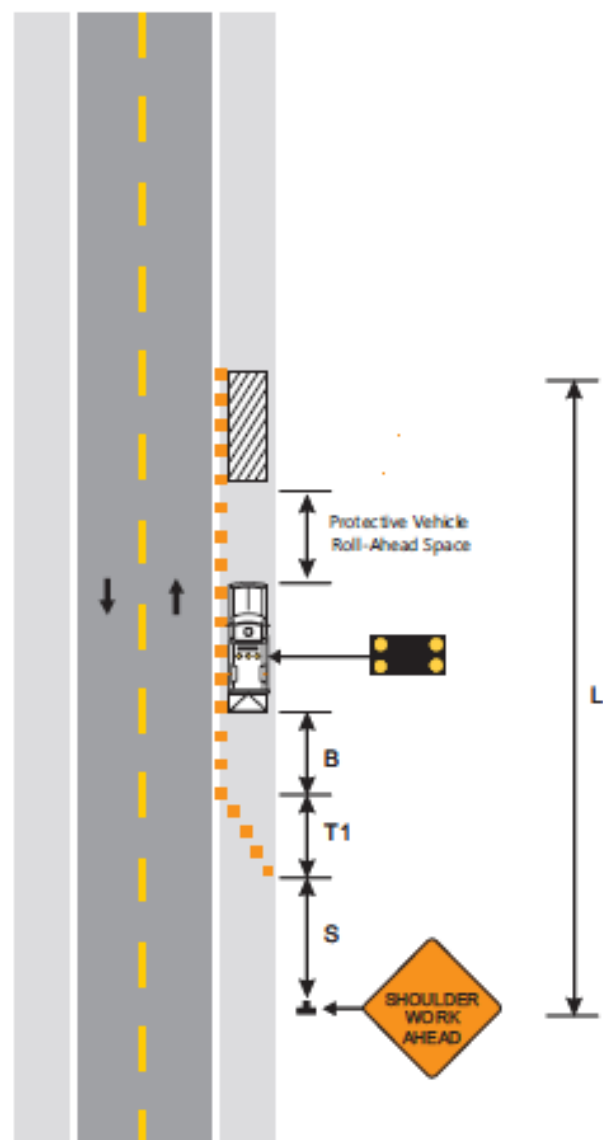
For short duration or mobile operations, signs, channelization devices, and protective vehicles **may** be reduced or eliminated if a work vehicle with activated rotating lights or strobe lights is used. However, if limited sight distance exists, a protective vehicle **should** be used. This protective vehicle **should** be equipped with a TMA and truck mounted flashing arrow panel and positioned at least 150 ft. in advance of the work space or work vehicle, as applicable. If a protective vehicle is used, a vehicle mounted sign **shall** be mounted at a recommended height of 48 in. above the road surface.

For work beyond shoulder, where vehicles and equipment are parked on the shoulder, the protective vehicle **may** be eliminated if a work vehicle with activated rotating lights or strobe lights is used.

Vehicle hazard warning signals **shall** not be used instead of the vehicle's rotating lights or strobe lights.

Additional warning signs **shall** be erected at each intersection with another state highway within the work zone. Upon the discretion of the supervisor, additional warning signs **may** be erected at other intersections within the work zone.

Other appropriate signs **may** be used in lieu of SHOULDER WORK AHEAD sign.



Project Site: Monticello, Missouri (Lewis County Rt. 16 – Bridge # J0359)

North Span 70' (18' High)

North Trench/Bore 310'

Bridge Attachment 560'

South Span 100' (18' High)

South Trench/Bore 500'

Service Drop & Traffic Controller



NOTE: DRAWING IS NOT TO SCALE

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – Northeast District
General Services (Procurement) Division
26826 U.S. Highway 63
Macon, MO. 63552
(573)-526-3169 – fax #

FROM: _____ (Company Name)

_____ (Contact Person)

_____ (Mailing Address)

_____ (City, State, Zip Code)

____ (Office Phone #)

____ (Cellular Phone #)

_____ (Fax #)

_____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- () Product or service is not available or cannot meet the required specifications
- () Cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

- () Please keep our name on the bidder's list for future opportunities on this product or service.
() Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

This “No Bid/No Quote” form may be faxed back to (573)-526-3169.

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version August 2014)

Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in Macon in the mid-morning, while FedEx and U.S. Postal Mail are not typically received until the late afternoon. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.